IN THE

Supreme Court of the United States

OCTOBER TERM, 1976

No. 76-522

THE HOUSING AUTHORITY OF THE CITY OF INDIANAPOLIS, INDIANA,

Petitioner,

vs.

BOARD OF SCHOOL COMMISSIONERS OF THE CITY OF INDIANAPOLIS, INDIANA, et al.,

Respondents.

On Petition For Writ Of Certiorari To The United States Court of Appeals For The Seventh Circuit

BRIEF IN OPPOSITION OF RESPONDENT BOARD OF SCHOOL COMMISSIONERS OF THE CITY OF INDIANAPOLIS

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OPINIONS BELOW.

The opinions of the Court of Appeals and the District Court, not yet reported, are reprinted in Petitioner's Appendix at A1 and A36, respectively.

JURISDICTION.

This Court's certiorari jurisdiction is invoked under 28 U.S.C. § 1254(1).

CONSTITUTIONAL AND STATUTORY PROVISIONS.

Constitutional and statutory provisions involved are reprinted in Petitioner's Appendix at A51 and A59. Respondent believes that this case does not properly present any issue concerning 42 U.S.C. § 1437f (Pet. A52) or the HUD Regulations reprinted at Pet. A61 and A79.

QUESTIONS PRESENTED.

Respondent submits that Petitioner's questions 1 and 2 (Pet. 2) are not properly presented to this Court for reasons of lack of standing, absence of a case or controversy, and failure of the record to present the issues concretely. The only question, then, is whether Respondent (IPS) had standing to file its cross-complaint against the Housing Authority (HACI).

STATEMENT OF THE CASE.

The procedural history of the case and decisions of the lower courts in relation to the location of public housing units in the territory of IPS is stated at pages 3-7 of the petition.

The Court of Appeals found the following facts established by the record:

> "Between 1966 and 1970 the Housing Authority built and opened for occupancy ten housing projects for low-income families. These and Lockefield Gardens, which was built during the depression, are the only public housing projects for family occupancy in Marion County, although other forms of subsidized housing are available. *All ten projects were built within the boundaries of IPS. These projects opened with*

50 to 75 percent black occupancies and are now 98 percent black.

• • •

Since 1969, when Uni-Gov became effective, the Housing Authority has apparently had the authority to construct projects outside the old city limits, except in the Towns of Speedway, Lawrence, and Beech Grove, without the need for cooperation agreements. No housing projects have been commenced within or outside IPS since that time nor are any planned. The record does not show why. There are presently pending applications for approximately 3,000 families.

The Housing Authority argued that suitable sites did not exist outside the City of Indianapolis because services such as public transportation would have been unavailable. There was evidence, however, that these services could have been arranged. The evidence showed that public transportation routes could have been extended to areas of demonstrated need, that food stamp distribution offices could have been established at the projects, that sewage services could have been obtained by contract with the city, and that police and fire protection could have been obtained from the city.

Six of the housing projects are on the IPS boundary lines or within a few blocks thereof. For example, Clearstream Gardens was located on the IPS side of a street which divided IPS and Warren Metropolitan School District. . . . [Location of the other five such projects is set forth in a footnote] These projects contain between 900 and 1,000 family units and house a substantial number of black school children." (Emphasis added.) (Pet. A10-A12).

Even at the time of the 1970 census, immediately after the time when some of the new housing projects were opened and before others were completed, the black percentage of the population in the census tracts in which most of the family projects were located had increased

dramatically.[1] By 1972, prior to the first trial of the issues relating to the Housing Authority, Petitioner's data showed that the black occupancy percentage in each of the ten new family projects ranged between 95% and 100%. Thus, to mention only the projects referred to at page 9 of the petition, Concord was 99% black, Salem Village 99% black, Raymond Villa 95% black and Clearstream Gardens 97% black.

Not only were six of these projects located on the borders of IPS close to suburban school districts, as stated by the Court of Appeals, but in some cases they were constructed on land newly annexed by the City of Indianapolis (and consequently to IPS) prior to Uni-Gov, for the specific purpose of constructing a public housing project thereon.

On these facts both the District Court and Court of Appeals concluded that the location of the projects by state agencies tended to cause and perpetuate segregation of black pupils in IPS territory and that the record showed a "purposeful, racially discriminatory use of state housing."

On May 16, 1973, prior to trial, IPS filed an additional paragraph of cross-claim against HACI, alleging that HACI had repeatedly assured the Board that its new projects would be integrated, that IPS had relied upon such promises in determining school assignments and construction sites, and that HACI had failed to maintain the projects, as promised with the result that IPS could not

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[1]Examples of changes in the percentage of black residents of census tracts containing the new housing projects, from 1960 to 1970 census, include: Salem Village, 59% to 95%; Raymond Villa, 1%to 12%; Hawthorne and Beechwood (located in same tract), 2.4% to 40%; Concord, 37% to 64%.

intelligently plan for desegregation of its schools. The complaint sought equitable relief directing HACI to "maintain racially balanced housing developments." (A copy of such additional paragraph of cross-claim is reproduced in Appendix A herein.)

ARGUMENT.

I. The Housing Authority lacks standing to challenge here the decision that its location of housing projects solely within IPS warranted an inter-district school desegregation remedy.

In question 1 of its "Questions Presented" HACI suggests that the lower courts erred in relying on location of public housing units solely within IPS as a constitutional violation of the rights of minority students, as a basis for relief from *de jure* segregation in IPS by inclusion of surrounding school districts in the remedial decree, absent findings that HACI acted "with a racially discriminatory intent." But HACI fails to allege how it in any way is adversely affected by the Court's judgment reassigning black students to suburban schools and directing the school districts to accept those students. The functions of HACI are limited to building, acquiring and operating housing units for low income persons who qualify for such housing under federal law. Its operation of such units and its procedures for building or leasing additional units for low rent housing are not affected one way or the other by school attendance assignments of the children of occupants or prospective occupants of the housing. Education is solely the responsibility of the school authorities, the students and their parents.

In urging this issue upon the Court HACI is attempting to assert that the District Court's rulings respecting an

interdistrict school desegregation remedy adversely affect the school districts involved who are required to accept transferred students, and possibly the rights of the students and their parents who are required to transfer to other schools. But it is well established that a party cannot be heard in this Court to assert infringement of the constitutional rights of others, except in extraordinary circumstances where no other effective means exists to protect the rights of the third parties. This rule is articulated in *Barrows v. Jackson*, 346 U.S. 249, 255 (1953):

> "Ordinarily, one may not claim standing in this Court to vindicate the constitutional rights of some third party . . . The requirement of standing is often used to describe the constitutional limitation on the jurisdiction of this Court to 'cases' and 'controversies.' . . . Apart from the jurisdictional requirement, this Court has developed a complementary rule of self-restraint for its own governance (not always clearly distinguished from the constitutional limitation) which ordinarily precludes a person from challenging the constitutionality of state action by invoking the rights of others. See Ashwander v. Tennessee Valley Authority, 297 US 288, 346-348 (concurring opinion). The common thread underlying both requirements is that a person cannot challenge the constitutionality of a statute unless he shows that he himself is injured by its operation."

Likewise a party cannot assert as a defense to a judgment against him the constitutional rights of others who are perfectly capable of defending their own interests. In *McGowan v. Maryland*, 366 U.S. 420, 429-430 (1961), department store owners sought to avoid the impact of a Sunday closing law by alleging interference with the constitutional guaranty of free exercise of religion. But this Court refused to entertain such argument:

> ". . . But appellants allege only economic injury to themselves; they do not allege any infringement of their own religious freedoms due to Sunday closing. . . .Since the general rule is that 'a litigant may only assert his own constitutional rights or immunities,' United States v. Raines, 362 US 17, 22, we hold that appellants have no standing to raise this contention. Tileston v. Ullman, 318 US 44, 46 . . . Those persons whose religious rights are allegedly impaired by the statutes are not without effective ways to assert these rights . . . Appellants present no weighty countervailing policies here to cause an exception to our general principles."

More recently in *Warth v. Seldin*, 422 U.S. 490, 509-510 (1975), this Court refused to permit city taxpayers standing to challenge exclusionary zoning policies of a suburban community on the ground of discriminatory exclusion of potential low income residents.

This case is not one of those "unique situations," *Barrows v. Jackson*, 346 U.S. at 257, in which constitutional rights can be protected only by permitting another party to litigate the issues. Both the school districts and the class of students and parents affected by the Court's orders are parties and fully represented in this very case.

Although HACI is here challenging the scope of relief ordered by the District Court, rather than the constitutionality of a statute, the standing rules imposed by this Court remain applicable. It follows that the Court should not grant certiorari at the instance of HACI to decide whether interdistrict school desegregation is justified by the requisite constitutional violation, as HACI seeks in question 1 of its petition.

II. The challenge of HACI to the District Court's injunctive relief against it presents an abstract and hypothetical question, not squarely presented by the record and not ripe for adjudication in this Court.

The only relief granted by the District Court against HACI, and affirmed by the Court of Appeals, is an injunction against "*constructing* or in any manner *acquiring* any structure within the area served by IPS for the purpose of offering the same, or any parts or portions thereof, *for rent as a family type public housing project.*" (Emphasis added) (Pet. A50). The Court also specifically enjoined renovation of Lockefield Gardens, a large existing project presently unoccupied, "for use as a family type public housing project." *Id.*

The context and rationale for this injunctive decree arises from the Court's findings that the location of housing "projects," containing many housing units in a contiguous area 98% populated by blacks, caused segregation of blacks in IPS and its surrounding suburbs (Pet. A24, A46). But HACI now asserts (Pet. 13) that "the only expansion housing program now administered by HACI" is "Section 8" of the 1974 legislation, 42 U.S.C. § 1437f. Under that program, as HACI candidly explains, and as further evidenced by the text of the statute and regulations set forth in Petitioner's Appendix (A52, A79), an individual eligible tenant locates his own housing on the private market, and upon acceptance of such unit by HACI the rental payments are subsidized by HUD, pursuant to a contract between the Housing Authority and the private landlord. Quite obviously, such an arrangement is far different from the type of "project" which the lower courts considered had contributed to interdistrict school segrega-

tion. In the absence of proof that subsidy contracts entered into under the "Section 8" program would be concentrated either in IPS or in particular geographical areas of the community, such an "expansion housing program" likely would have a totally different impact upon school assignments than did the ten family housing projects which HACI opened between 1966 and 1971.

HACI asserts that the "logic" of the Court's decision would "prevent it from participating in rent subsidies to low income families anywhere in the IPS area under Section 8" (Pet. 13). Although for the reasons stated above this "logic" is less than crystal clear, the fact remains that the injunction does not squarely prohibit rent subsidy contracts with private landlords under Section 8. Question 2 in the petition of HACI, which asserts that the injunction ignores current HUD guidelines, is thus abstract, hypothetical and not presented by this record since it is not applicable to the current factual circumstances of HACI's operations. As this Court stated in *Thorpe v. Housing Authority of Durham,* 393 U.S. 268, 284 (1969), quoting from *Alabama State Federation of Labor v. McAdory,* 325 U.S. 450, 461 (1945):

> "We do not sit, however, 'to decide abstract, hypothetical or contingent questions . . . or to decide any constitutional question in advance of the necessity for its decision . . .' . . . [I]t would be equally premature for us to reach a decision on petitioner's contention that it would violate due process for the Authority to evict her arbitrarily. That issue can be more appropriately considered if petitioner is in fact evicted arbitrarily."

See also: *Schlesinger v. Reservists Committee to Stop the War,* 418 U.S. 208, 223 (1974) (". . . although allegations assert an arguable conflict with some limitation of

the Constitution, it can be only a matter of speculation whether the claimed violation has caused concrete injury to the particular complainant.")

Whatever the result of any future challenge to HACI operations under Section 8, it is apparent that the issue presented by the IPS cross-complaint regarding failure to maintain integrated projects (Appendix A herein) could only arise in a totally different context, if at all. Such an issue is not properly before this Court on the present record.

III. The grant of relief against the Housing Authority is consistent with principles established in Washington v. Davis, Hills v. Gautreaux, James v. Valtierra and other decisions of this Court.

Petitioner argues that the decision below "squarely conflicts with and disregards" *Washington v. Davis,* 48 L.Ed. 2d 597 (1976) by relying "solely on the racial impact" of HACI siting decisions without a finding that such decisions "were racially motivated." (Pet. 9-10).

But the lower courts clearly did not rely solely on "racial impact" but found the requisite purpose or intent to segregate black pupils within IPS territory, under the applicable standard for determining such purpose or intent, based on HACI's decision to locate all its new projects in such territory although it had authority prior to Uni-Gov to extend its operations five miles outside the city and IPS territorial limits.

As this Court stated in *Washington,* 48 L.Ed.2d at 608-609:

> "Necessarily, an invidious discriminatory purpose may often be inferred from the totality of the relevant

> facts, including the fact, if it is true, that the law bears more heavily on one race than another . . ."

This concept was further elaborated in the separate concurring opinion of Mr. Justice Stevens, 48 L.Ed.2d at 615. That purpose or intent can be inferred by the courts based upon natural, probable and foreseeable consequences of the effect of decisions intentionally made upon factual circumstances of which the decisionmaker has or is presumed to have knowledge is made clear by the *Washington* Court's discussion and reaffirmance of this concept as applied in *Keyes v. School District No. 1,* 413 U.S. 189 (1973) and *Wright v. Council of the City of Emporia,* 407 U.S. 451 (1972), and by *Milliken v. Bradley,* 418 U.S. 717, 725, 738 (1974).

In the present situation HACI knew that the only project which it operated prior to 1966 was totally black. It also knew, or was responsible under HUD policy and regulations for having knowledge, about the racial composition and population trends in areas which it proposed for location of new projects. It knew, as pointed out on page 9 of its petition, that "black applications outnumbered white applications for family housing, eight or nine to one." It knew, or should have known, the overall racial composition of schools in IPS, the changes taking place in such composition, and the degree of segregation in such schools which existed therein, as compared to schools in the suburban districts. The likelihood that projects and their surrounding neighborhoods would become predominantly black and segregated within a relatively short period of time after initial occupancy of the projects, under these facts and circumstances, with resulting increasing concentrations of black students in nearby IPS schools, was certainly a natural, probable and foreseeable consequence of

the location of the large public housing projects within IPS boundaries. At least the facts warranted such an inference by both the District Court and Court of Appeals, especially since at the time of trial such predictable consequence was a fact, with every project being at least 95% black.

HACI protests that it could not consider project sites outside IPS because it had no cooperation agreement with any governmental body other than the civil city of Indianapolis (Pet. 8). It does not allege that any additional necessary cooperation agreements were actively sought and refused. But both HACI and the Court of Appeals (Pet. A11) overlook the fact that under the Indiana Housing Cooperation Act (Acts 1937, Ch. 209, codified as I.C. 18-7-12) the city was empowered to enter into cooperation agreements for planning, construction or operation of housing projects, including provision of municipal services and facilities to be furnished for the benefit of such projects, for any location "within the area in which it is authorized to act," which in this case specifically included areas within five miles outside the corporate limits. (Excerpts from this statute are set forth in Appendix B herein.)[2] The federal statute relied on by HACI, 42 U.S.C. § 1415(7)(b)(i), requires only a cooperation agreement with "the governing body of the locality involved;" it does not define "locality involved" as limited to land within the corporate limits of the city where under state or local authority the city may provide the services required by a cooperation agreement outside such territorial limits. Here, as the Court of Appeals found, the record shows that the necessary

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[2]As the District Court found, planning and zoning authority was vested in an agency having authority over both city and county at all times during the location and construction of these projects (Pet. A39).

services could have been obtained under contract with the city (Pet. A11).[3]

Having found that the record shows the requisite intent upon which a constitutional violation by HACI could properly be grounded, the limited injunctions ordered by the District Court clearly were within the scope of its equitable powers. In *Hills v. Gautreaux*, 47 L.Ed.2d 792 (1976), this Court unanimously upheld far more comprehensive affirmative relief directed to governmental housing authorities who had promoted racial segregation by their siting and funding decisions. Moreover, the relief granted is not in conflict with HUD regulations referred to by Petitioner at page 11-12. The Court's order merely reinforces the HUD standards, which do not preclude approval of a project at any location, by imposing a more stringent requirement to provide housing opportunities outside areas of minority concentration, in the light of the constitutional violation found and in the light of the imprecise definition and variable standards applied by HUD which this Court noted in *Hills*, 47 L.Ed.2d at 806, n. 18.

Nor does the decision below conflict with *James v. Valtierra*, 402 U.S. 137 (1971). In *James* the Court merely upheld the constitutionality of a state requirement that the location of low income housing projects be approved by referendum, in the absence of any record showing either racially discriminatory impact or design in the application of such facially neutral and proper procedures for local decisionmaking.

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[3]For example, the city was authorized under Acts 1949,Chapter 202 (now I.C. 17-4-45-1) to contract to provide fire protection "with any person, firm or corporation, interested in any property needing such fire protection, which property is located outside of the corporate boundaries of the city of the first class which has such aforesaid fire equipment."

Jones v. Tully, 378 F.Supp. 286 (E.D.N.Y. 1974), *Shannon v. HUD,* 436 F.2d 809 (3 Cir. 1970) and the other decisions discussed in Part III of the petition (pages 14-17) are inapposite. Those decisions merely refused to overrule HUD site selection and financing determinations for assisted housing projects in predominantly black areas, where the locations were approved pursuant to nondiscriminatory HUD criteria and there was no evidence of unconstitutional racial discrimination by federal, state or local housing officials.

IV. IPS had standing to challenge HACI's operation of racially segregated housing projects affecting IPS school enrollments.

In arguing that IPS lacked standing to file its cross-claim, HACI overlooks the fact that the IPS supplemental cross-claim filed in May, 1973 (Appendix A) was based on the then existing facts, which the Court subsequently found, that HACI's projects were 98% black occupied, including projects in formerly predominantly white neighborhoods near the IPS borders. At that time IPS was under orders of the District Court to desegregate the schools in its system, although the precise plan and scope of the remedy had not yet been determined. The cross-claim alleged that IPS had been substantially hampered in planning to desegregate its schools by reason of the failure of HACI to maintain racially integrated projects as represented to IPS at the time such projects were approved or constructed. Certainly on these facts IPS had a sufficient interest and "personal stake in the outcome of the controversy," in view of the direct impact of the racial composition of the housing projects upon segregation in the schools, to meet the standing tests of *Baker v. Carr,*

369 U.S. 186, 204 (1962) and *Warth v. Seldin*, 422 U.S. 490, 499-501 (1975).

The suggestion of Petitioner (pages 18-19) that IPS lacked standing because the predominantly black housing projects located in formerly white neighborhoods close to IPS boundaries would have been occupied primarily by whites had the projects been located a few blocks away across the boundary line must be dismissed as disingenuous sophistry, in the light of HACI's actual experience in the operation of its projects. The courts were entitled to draw the logical and reasonable inference that the black applicants on HACI's waiting list would have accepted the available housing wherever located.

V. The issues presented are predominantly factual in nature and do not have general significance or application.

The foregoing analysis makes clear that the issues which Petitioner seeks to have this Court determine cannot be decided without a detailed study of the record and the conclusions drawn by the lower courts in the light of such record that a constitutional violation existed in the actions of HACI regarding location and operation of its housing projects, and their relationship to segregation in the schools of IPS. Such a review of the record would require examination of the characteristics of the projects, the decision making process of HACI regarding site selection in light of the particular characteristics of the Indianapolis community, the authority and responsbility of HACI in relation to other local governmental agencies under state law, the relationship between HACI's operations and segregation in IPS schools, and other matters turning on facts peculiar to this case.

Since the lower courts did not depart from established and familiar legal rules in determining that a constitutional violation existed, and they did not exceed the scope of their equitable powers in granting injunctive relief against HACI, the petition does not present any issues worthy of consideration by this Court under the criteria of Rule 19 applicable to its certiorari jurisdiction.

CONCLUSION.

For the foregoing reasons, the petition of the Housing Authority of the City of Indianapolis for a writ of certiorari to review the July 16, 1976 decision of the Court of Appeals affirming injunctive relief against it should be denied.

Respectfully submitted,

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APPENDIX

APPENDIX A

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

UNITED STATES OF AMERICA, *Plaintiff,*	)	
DONNY BRURELL BUCKLEY, et al., *Intervening Plaintiffs,*	)	
-vs-	)	NO. IP 68-C-225
THE BOARD OF SCHOOL COMMISSIONERS OF THE CITY OF INDIANAPOLIS, et al., *Defendants.*	)	

ADDITIONAL PARAGRAPH OF CROSS-CLAIM AGAINST THE HOUSING AUTHORITY OF THE CITY OF INDIANAPOLIS, INDIANA (H.A.C.I.)

Comes now the defendant and cross-claimant, The Board of School Commissioners of the City of Indianapolis, (hereinafter referred to as School Board) and as an additional paragraph of its cross-claim for declaratory relief alleges as follows:

1. That the cross-defendant, The Housing Authority of the City of Indianapolis, Indiana, (hereinafter referred to as H.A.C.I.) has, in the past, constructed numerous housing projects in the City of Indianapolis, which projects were allowed by said cross-defendant to become occupied almost wholly and in many instances completely by black citizens.

2. That prior to such constructions, in many instances, the cross-defendant, H.A.C.I., had given repeated assur-

ances and promises to cross-claimant (School Board) that the project would be fully integrated with white and black citizens.

3. That the School Board and its Planning Department relied upon these assurances and promises in determining school assignments, and, in some instances, school construction sites.

4. That the racial imbalance which has resulted in the aforementioned housing projects has made it nearly impossible for the School Board to make intelligent plans for handling racial distribution in the schools in many areas.

5. A question is presented in this case respecting constitutional obligations of the defendant School Board with respect to racial quotas in the schools.

6. Continued practices by H.A.C.I. such as heretofore described will work an undue and unnecessary burden on defendant School Board and will render useless future plans respecting compliance with this Court's previous orders.

WHEREFORE, cross-claimant and defendant School Board prays that if a final adjudication of the issues in this case places a constitutional duty on the School Board to racially balance the schools, that a similar adjudication be made with respect to H.A.C.I. requiring it to maintain racially balanced housing developments.

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APPENDIX B

HOUSING COOPERATION ACT

Indiana Acts 1937, Ch. 209
(IC 18-7-12)

18-7-12-1. Short title.—This act may be referred to as the "Housing Cooperation Act."

18-7-12-2. Finding and declaration of necessity.—It has been found and declared in the Housing Authorities Law that there exists in the state unsafe and insanitary housing conditions and a shortage of safe and sanitary dwelling accommodations for persons of low income; that these conditions necessitate excessive and disproportionate expenditures of public funds for crime prevention and punishment, public health and safety, fire and accident protection, and other public services and facilities; and that the public interest requires the remedying of these conditions. It is hereby found and declared that the assistance herein provided for the remedying of the conditions set forth in the Housing Authorities Law constitutes a public use and purpose and an essential governmental function for which public moneys may be spent, and other aid given; that it is a proper public purpose for any state public body to aid any housing authority operating within its boundaries or jurisdiction or any housing project located therein; as the state public body derives immediate benefits and advantages from such an authority or project; and that the provisions hereinafter enacted are necessary in the public interest.

18-7-12-3. Definitions.—The following terms, wherever used or referred to in this act shall have the following

respective meaning, unless the context clearly requires otherwise:

(a) "Housing authority" shall mean any housing authority created pursuant to the Housing Authorities Law of this state.

(b) "Housing project" shall mean any work or undertaking of a housing authority pursuant to the Housing Authorities Law or any similar work or undertaking of the federal government.

(c) "Municipal corporation" shall mean any city, town, county, commission, district, authority, other subdivision or public body of this state.

(d) "Governing body" shall mean the council, commissioners, trustees, board or other body having charge of the fiscal affairs of the state public body.

(e) "Federal government" shall mean the United States of America, the federal emergency administration of public works [general services administrations], or any other agency or instrumentality, corporate or otherwise, of the United States of America.

18-7-12-4. Cooperation in housing projects—Powers of municipal corporation.—For the purposes of aiding and cooperating in the planning, undertaking, construction or operation of housing projects located within the area in which it is authorized to act, any municipal corporation shall have all the powers necessary or convenient to carry out and effectuate such purposes, with or without consideration, including but not limited to the following:

(a) Furnish, dedicate, close, pave, install, grade, regrade, plan or replan streets, roads, roadways, alleys, side-

walks or other places which it is otherwise empowered to undertake;

(b) Plan or replan, zone or rezone any part of such municipal corporation; make exceptions from building regulations and ordinances;

(c) Enter into agreements, (which may extend over any period, notwithstanding any provision or rule of law to the contrary) with a housing authority or the federal government respecting action to be taken by such municipal corporation pursuant to any of the powers granted by this act; and

(d) Do any and all things, necessary or convenient to aid and cooperate in the planning, undertaking, construction or operation of such housing projects.

(e) Purchase or legally invest in any of the bonds of a housing authority and exercise all of the rights of any holder of such bonds.

(f) With respect to any housing project which a housing authority has acquired or taken over from the federal government and which the housing authority by resolution has found and declared to have been constructed in a manner that will promote the public interest and afford necessary safety, sanitation and other protection; no municipal corporation shall require any changes to be made in the housing project or the manner of its construction or take any other action relating to such construction.

(g) In connection with any public improvements made by a municipal corporation in exercising the powers herein granted, such municipal corporation may incur the entire expense thereof.

(h) Lend, appropriate, or advance moneys to a housing authority, with or without security, giving such evidences

of indebtedness, if any, and bearing such rate or rates of interest or no rate of interest, as the governing body may determine, or otherwise provide financial assistance of any nature whatsoever to a housing authority.

(i) Acquire for, or lease or transfer to, or exchange or trade with a housing authority any real or personal property or interest therein.

(j) To exercise all or any part or combination of powers herein granted upon such terms, with or without consideration, as the governing body may determine.

18-7-12-5. Contracts for payments for services.—In connection with any housing project located wholly or partly within the area in which it is authorized to act, any municipal corporation may contract with a housing authority or the federal government with respect to the sum or sums (if any) which the housing authority or the federal government may agree to pay, during any year or period of years, to the municipal corporation for the improvements, services and facilities to be furnished by it for the benefit of said housing project but in no event shall the amount of such payments exceed the estimated cost to the municipal corporation of the improvements, services or facilities to be so furnished: Provided, however, That the absence of a contract for such payment shall in no way relieve any municipal corporation from the duty to furnish, for the benefit of said housing project, customary improvements and such services and facilities as such municipal corporation usually furnishes without a service fee.

* * *

18-7-12-7. Procedure for exercising powers.—The exercise by a municipal corporation of the powers herein granted may be authorized by resolution of the common

council or other governing body of such municipal corporation adopted by a majority of the members of its common council or other governing body present at a meeting of said governing body, which resolution may be adopted at the meeting at which such resolution is introduced. Such a resolution or resolutions shall take effect immediately and need not be laid over or published or posted.

18-7-12-8. Supplemental nature.—The powers conferred by this act shall be in addition and supplemental to the powers conferred by any other law.